

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Alexandria Division

IN RE:
VICTOR M NEGRON, JR.
Debtor

Case No. 17-10063-KHK
Chapter 13

WELLS FARGO BANK, NA
Movant

v.

VICTOR M NEGRON, JR.
Debtor/Respondent

and

MARIAN O. NEGRON
Co-Debtor/Co-Respondent

and

THOMAS P GORMAN
Trustee/Respondent

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY
PURSUANT TO 11 U.S.C. § 1301(c)(3)**

Wells Fargo Bank, NA (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay, and pursuant to 11 U.S.C. § 1301(c)(3), for relief from the Co-Debtor stay, with respect to certain real property of the Debtor having an address of 15 Whitestone Drive, Stafford, VA 22556 (the “Property”), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 & 157.
2. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor on January 6, 2017.
3. A Chapter 13 Plan was confirmed on June 22, 2017.
4. The Debtor and Co-Debtor have executed and delivered or are otherwise obligated with respect to that certain promissory note in the original principal amount of \$366,500.00 (the “Note”). A copy of the Note is attached hereto as Exhibit 2. Movant is an entity entitled to enforce the Note

5. Pursuant to that certain Deed of Trust (the “Deed of Trust”), all obligations (collectively, the “Obligations”) of the Debtor and Co-Debtors under and with respect to the Note and the Deed of Trust are secured by the Property. The lien created by the Deed of Trust was perfected by recording of the Deed of Trust in the office of the Clerk of the Circuit Court of Stafford County, Virginia. A copy of the recorded Deed of Trust is attached hereto as Exhibit 1.

6. The legal description of the Property is:

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF STAFFORD, AND STATE OF VIRGINIA, AND BEING DESCRIBED IN A DEED DATED MARCH 29, 1996 AND RECORDED APRIL 4, 1996, AS INSTRUMENT NO. LR960004384, AMONG THE LAND RECORDS OF STAFFORD COUNTY, VIRGINIA, AND REFERENCED AS FOLLOWS: THE FOLLOWING DESCRIBED PROPERTY: ALL THAT CERTAIN LOT OR PARCEL OF LAND, AND ALL RIGHTS AND PRIVILEGES THERETO APPURTENANT, SITUATE, LYING AND BEING IN ROCK HILL MAGISTERIAL DISTRICT, STAFFORD COUNTY, VIRGINIA, AND DESIGNATED AS LOT 8, PHASE ONE (1), BRENTWOOD ESTATES SUBDIVISION, AS SHOWN ON PLAT OF SURVEY PREPARED BY RINKER-DETWILER AND ASSOCIATES, P.C., DATED JANUARY 27, 1995, REVISED MARCH 2, 1995, WHICH PLAT IS RECORDED IN THE CLERK’S OFFICE OF THE CIRCUIT COURT OF STAFFORD COUNTY, VIRGINIA, IN PLAT BOOK 27 AT PAGES 206-211.

7. As of August 10, 2017, the outstanding amount of the Obligations due to the Movant, less any partial payments or suspense balance is:

Unpaid Principal Balance	\$349,643.74
Unpaid Accrued Interest	\$31,948.76
Uncollected Late Charges	\$0.00
Mortgage Insurance Premiums	\$0.00
Taxes and Insurance Payments on behalf of Debtor	\$10,358.25
Other Costs	\$1,505.44
Less: Partial Payments	(\$4,026.42)
Minimum Outstanding Obligations	\$389,429.77

8. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note that have been missed by the Debtor as of August 10, 2017:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
5	04/01/2017	08/01/2017	\$2,128.44	\$10,642.20
Less post-petition partial payments (suspense balance):				\$-2,077.68

Total Post-petition Payments: \$8,564.52

9. As of August 10, 2017, the total post-petition arrearage/delinquency is \$8,564.52 consisting of (i) the foregoing total of missed post-petition payments in the amount of \$8,564.52 plus (ii) the following post-petition fees:¹

Description	Amount
N/A	\$0.00

10. The estimated value of the Property is \$359,974.00. The basis for such valuation is the Debtor's schedules.

11. Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust.

12. Cause exists for relief from the automatic stay for the following reasons:

a. Movant's interest in the Property is not adequately protected. Movant's interest in the collateral is not protected by an adequate equity cushion.

b. Post-petition payments required by the confirmed plan have not been made to Movant.

c. Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor has no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

¹ The total of missed post-petition payments for this impounded loan includes any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, the Bank will determine whether the escrow payments assessed to the debtor (including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total post-petition arrearage/delinquency is qualified accordingly.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Deed of Trust, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.
2. Relief from the co-debtor stay imposed by 11 U.S.C § 1301(a).
3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
4. For such other relief as the Court deems proper.

Dated: August 15, 2017

Respectfully Submitted,
BWW Law Group, LLC

/s/ Karl Anthony Moses, Jr.
Karl A. Moses, Jr. VSB# 89433
BWW Law Group, LLC
8100 Three Chopt Rd., Suite 240
Richmond, VA 23229
(804) 282-0463 (phone)
(804) 282-0541 (facsimile)
bankruptcy@bww-law.com
Attorney for the Movant

CERTIFICATE OF SERVICE

I certify that on this 15th day of August, 2017, the following person(s) were or will be served with a copy of the foregoing Motion for Relief from Automatic Stay, and Motion for Relief from Co-Debtor Stay Pursuant to 11 U.S.C. § 1301(c)(2) electronically via the CM/ECF system or by first class mail, postage prepaid:

Thomas P. Gorman, Trustee
300 N.Washington St Ste 400
Alexandria, VA 22314

Eric David Kessel, Esq.
5419 Backlick Road, Suites A & B
Springfield, VA 22151

Marian O. Negron
15 Whitestone Drive
Stafford, VA 22556

Victor M. Negron, Jr.
15 Whitestone Drive
Stafford, VA 22556

/s/ Karl Anthony Moses, Jr.

Karl A. Moses, Jr.